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ABSTRACT

This first draft is intended to help associations which have already achieved basic contract provisions extend negotiation to areas of professional development and instruction. The handbook is divided into five color-coded parts: 1) "Instruction," including research and development, materials and equipment and supplies, student rules and regulations, testing, nonprofessional duties, special programs and supplemental services, substitute teachers, adult education, experimentation, performance contracting, differentiated staffing, and school evaluation; 2) "Personnel Policies," including teacher recruitment, vacancies (placement and promotion), voluntary and involuntary transfers, assignment, scheduling, student teaching, and intern teaching; 3) "Evaluation," including protection from arbitrary action, resolution of disputes, teacher evaluation of evaluators, peer evaluation, teacher incapacity, student evaluation of teachers, self-appraisal, and academic freedom; 4) "Continuing Education," including staff orientation, reimbursement of course costs, changes in curriculum, funds for professional materials, inservice training, sabbatical leave, travel, professional days, and summer workshops; and 5) "Educational Development Councils." (MBM)

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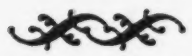
# NEGOTIATION FOR IMPROVEMENT OF THE PROFESSION



A Handbook for
Local Teachers Association
Negotiators

National Commission on Teacher Education
and Professional Standards

NATIONAL EDUCATION ASSOCIATION
1201 - 16th Street, N.W.
Washington, D.C. 20036

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## PREFACE

This publication is the first draft of a handbook for local negotiators concerned with improvement of the teaching profession. Its purpose is to provide some assistance to those associations wishing to extend negotiation to areas of professional development and instruction. The handbook was compiled because of demand and keen interest on the part of American teachers, who are and will be its authors. Its publication marks the beginning of a clearinghouse of such material. The National Commission on Teacher Education and Professional Standards looks toward continuous revision of the numerous parts in order to make them increasingly useful. They will always be considered to be in a tentative draft stage; suggestions for changes and revisions are invited.

The handbook is intended largely to be used as a training document. Accordingly, its usefulness is limited to those who have been through a formalized training program based on this publication and designed by the National Education Association or one of its affiliates.

In addition, it should be pointed out that the handbook can be of real worth only to those associations which have already achieved basic contract provisions, such as adequate recognition clauses and strong grievance procedures, in order to support the implementation of other provisions agreed upon. All suggestions contained herein should be viewed within the total context of the contract and should take into account local variables. For example, many of the committee functions which are listed here as separate can and should be consolidated under fewer committees where local association structure dictates.

The handbook is organized into five major parts, each a different color for easy identification. The loose-leaf format and the coding of the major parts and their subsections allow the reader to integrate his own materials and code them into the table of contents (see the illustration on the back of the "Contents" page). The format will also make for quick revision by the publisher.

The four major classifications of "Instruction," "Personnel Policies," "Evaluation," and "Continuing Education" are broken into numerous subsections, each on a different item related thereto. The fifth major classification -- "Educational Development Councils" -- is complete in one section. The reader is urged to go over the entire document to get a feel for its content and how it may be used to advantage in any given situation.

Most of the substance of this collection has been tested in several training sessions. Some parts have already been incorporated into teacher-board contracts. Experience indicates that the types of items included here are often difficult to negotiate into contracts and even more difficult to execute after being agreed to. Negotiation for improvement of the teaching profession is an arena where there are strong differences of opinion. So be it. If we can establish a clearinghouse for compiling, evaluating, and disseminating

the record as it is being written by teachers, our negotiation process will be the better for it.

This handbook was drawn from the experience of practitioners and developed by the following persons:

Girard D. Hottleman, *Chairman*
Director of Educational Services, Massachusetts Teachers Association

Patrick Dolan, Instruction Consultant
Michigan Education Association

Thomas M. Forbes, Field Representative for Instruction
New Jersey Education Association (now in a new position in Pennsylvania)

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NEA Office of Professional Development and Instructional Services

George Shea, Legal Staff Counsel
Massachusetts Teachers Association

J. Alden Vanderpool, Teacher Education Executive
California Teachers Association

We are grateful for their significant contribution to the project. We appreciate also the critiques and comments from many experienced staff members of the local, state, and national associations who were consulted in the course of developing the handbook. The project was coordinated by D. D. Darland, associate executive secretary of the NCTEPS. Technical editing was by Geraldine E. Pershing of the NCTEPS staff. Our appreciation goes, too, to the NEA Division of Publications for their assistance in producing the handbook.

Roy A. Edelfelt
Executive Secretary, NCTEPS

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Note: The coding of major parts and subsections allows the reader to integrate his own materials into the handbook. For example:

A. INSTRUCTION

1.0 Research and Development
1.1 (Reader's Insert)

NEGOTIATION FOR IMPROVEMENT

OF THE PROFESSION

A Handbook for
Local Teachers Association
Negotiators

A. INSTRUCTION

1.0 Research and Development

2.0 Materials, Equipment, and Supplies

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7.0 Substitute Teachers

8.0 Adult Education

9.0 Experimentation

10.0 Performance Contracting

11.0 Differentiated Staffing

12.0 School Evaluation

## INTRODUCTION

Since curriculum is what teachers do and instruction is how they do it, it follows that curriculum and instruction are the essential working conditions of teachers and therefore are appropriate areas of negotiation.

The illustrative clauses contained in the material that follows are intended as samples of appropriate contract provisions. However, since no single model can answer all local needs and since state negotiation laws vary, local negotiating teams must consider their own situation carefully and revise the language accordingly.

# RESEARCH AND DEVELOPMENT

## Discussion

It is common practice for many industries to spend as much as 25-30 percent of their operating budget on research and development in order to insure continued improvement of their products. Yet in many school districts less than 1 percent of the total school budget is allocated to curriculum research, development, improvement, or evaluation. Under such circumstances the process of improving education is not only difficult, it is almost impossible. In order to cut through this barrier to quality education, teacher negotiators should negotiate guarantees for realistic budget support to improve their ability to meet the needs of students. The following clause is illustrative of some of the basic components of such a process:

### Illustrative Language

The Board shall establish a fund equal to at least ___ percent of the total operating funds of the _____ School District and designate it explicitly for research and development projects as outlined herein. Moneys from the fund shall be expended only upon request of the Research and Development Committee hereby established.

The Research and Development Committee shall consist of _____ ( ) members of the Association appointed by the Association, _____ ( ) representatives of the District appointed by the Board or its representatives as determined by the Board, and _____ ( ) member(s) appointed by the foregoing members. The Board hereby agrees to provide assigned time and actual and necessary expenses of the Research and Development Committee to facilitate the discharge of its duties.

The Board shall make known the amount of money available in the research and development fund by April 15 annually. The Research and Development Committee shall develop, on or before June 1 annually, a plan for the use of the research and development fund. The plan shall include provision for individual teachers, building faculties or subgroups of such faculties, and/or other groups of teachers to generate research and development projects, including, but not limited to, the development and testing of curriculum materials and the writing of grant proposals, all of which shall [continued]

demonstrate potential value in the improvement of the quality of schooling for students in the District.

The Research and Development Committee shall receive and consider proposals from any professional employee of the District. Upon approval by the Committee, the Board agrees to expend moneys, as stipulated by the Committee, from the research and development fund for assigned time, purchase of materials, travel, and other expenses as stipulated in each approved plan.

The Research and Development Committee shall submit, on or before May 1 biennially, a report on the research and development activities funded under the provisions of this Agreement. The report shall include a listing of the projects funded and data on their effect on the quality of schooling, and shall summarize the improvements in the educational program for students achieved as a result of this Agreement.

# MATERIALS, EQUIPMENT, AND SUPPLIES

## Discussion

There must be adequate instructional materials, equipment, and supplies available for use by teachers and students if a fully enriched educational program is to be provided. Teachers generally encounter six major areas of difficulty in this regard:

1. Multi-ethnic materials graded for a variety of interest levels need to be made available in greater quantity.
2. Current materials, equipment, and supplies need to be available in sufficient quantity and sufficient financial resources are required for purchase of new items as they become known.
3. The timetable for procurement needs to be realistic, workable, and known.
4. Instructional materials, equipment, and supplies need to be selected by the teachers who will be using them.
5. School personnel must receive effective continuing education in how to select and utilize the materials, equipment, and supplies which are available to them. There should be sufficient clerical and technical assistance to produce printed and audiovisual aids for teachers.
6. Adequate cataloging and retrieval systems must be employed.

The illustrative clauses below offer some negotiation ideas which are addressed to these problem areas. Keep in mind, however, that *the implementation process which follows the negotiation of a provision is often the most important and difficult phase.*

The following clause illustrates guarantees that adequate resources are available for teaching:

Illustrative Language

The Board recognizes the need for providing adequate instructional materials, equipment, and supplies for teachers in order to assist them in the effective discharge of their responsibilities. It is agreed, therefore, that by March 15 annually, all teachers shall be given an opportunity to express in writing their needs for materials, equipment, and supplies for the following school year. Their requests shall be given to their immediate supervisor who shall compile all the requests of his department and forward them intact to the Superintendent. The Superintendent shall compute the total cost of all requests and present the total request to the Board no later than April 1. The Board shall approve all requests unless there is a sound educational reason for their rejection or modification.

The following clauses suggest ways to get at problems which arise in procurement and utilization of appropriate materials, equipment, and supplies:

Illustrative Language

1. The Board shall provide necessary in-service programs and continuing assistance to all staff members in the proper utilization of the materials center and in the screening and use of instructional materials. The Educational Development Council [see E.1.0] shall approve all such programs and assistance.

2. Not less than _____ dollars ($ ) per student shall be made available to each teacher (teaching team) for the purchase of instructional materials which that teacher (teaching team) deems appropriate and necessary.

3. The Board shall adopt no instructional materials or policy related thereto unless such action is recommended by the Educational Development Council.

In order to assure proper ethnic balance of instructional materials, the following clause may be appropriate:

## Illustrative Language

1. Instructional materials used in the _____ School District shall reflect the multi-ethnic nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to minority groups, as measured by the following criteria:

   a. The suggestion, by omission or commission or by over- or under-emphasis, that any racial, religious, or ethnic segment of the population is more or less capable or more or less important than any other in the mainstream of American life is to be avoided.

   b. Opportunities for full, fair, accurate, and balanced treatment of minority groups should be utilized.

   c. Recognition of the importance of minority group members by frequent placement in positions of leadership and centrality should be a consistent feature of instructional materials.

   d. Both male and female members of minority groups should be depicted in situations which exhibit them as worthy examples of mature American citizens.

   e. Attention should be given to the presentation of fully integrated human groupings and settings indicating equal status.

   f. The group representation of individuals should be clearly apparent and the utilization of Caucasian facial features avoided in such representation where appropriate.

   g. Broad-ranging, well-planned, and comprehensive materials which represent the contribution and achievement of minority groups in art, science, history, literature, and all other aspects of life and culture should be apparent in the design of materials.

   h. Life in contemporary urban environments, as well as rural and suburban environments, should be pictured.

2. A materials center shall be maintained and charged with the responsibility of seeking multi-ethnic materials related to study units being taught. The center shall also develop and maintain a current list of resource centers and persons within and outside the community.

# STUDENT RULES AND REGULATIONS

## Discussion

School district rules and regulations governing student behavior can have a direct bearing on the effectiveness of teacher-student interaction. It is necessary that the teacher, through the local association, have a voice in the establishment of or changes in all appropriate rules or regulations governing student behavior in order that they will be reasonable and not promulgated to the detriment of the educational process. Teachers should have a voice in the formulation of all school regulations which they are expected to enforce. Teachers should also utilize direct or indirect participation of the appropriate students in the decisions which affect them.

### Illustrative Language

Rules and regulations governing student behavior shall be determined by a Committee of the Board and the Association. Present rules and regulations shall be subject to review by this Committee. The Committee shall consist of _____ ( ) representatives of the Board and _____ ( ) representatives of the Association. It shall take into consideration the views of parents and students in its deliberations. The Board shall provide secretarial, clerical, material, or consultant services as needed by the Committee.

## Additional Considerations

The association might consider this type of committee on an individual-school basis, in place of or coordinated with the districtwide committee as outlined above.

# TESTING

## Discussion

Policies on the use and application of achievement tests and their results are professional decisions which should not be rendered in an arbitrary manner by a school board or administrator. Teachers have a responsibility to participate in such decisions through the appropriate mechanism set up by the local association. For teachers, the data from carefully planned and administered tests can be a potentially useful tool in diagnosing educational problems and identifying instructional areas in need of improvement.

### Illustrative Language

Achievement tests which are to be used by the _____ School District for District-, school-, or gradewide purposes shall be approved in advance by the Educational Development Council [see E.1.0] based on the kind and type of test, the use to which a test is to be put, and the dissemination of the test results and any interpretation of those results. In no event shall any testing program be introduced which does not have the endorsement of the _____ (Guidance Department, Testing Division, Division of Pupil Personnel Services, etc.).

# NONPROFESSIONAL DUTIES

## Discussion

One method of relieving teachers of nonprofessional duties has been the hiring of teacher aides. The number of aides now working in the schools has been growing dramatically, especially with the advent of significant federal aid to education which has encouraged their employment. It is important that teacher aides be carefully selected and trained and that their duties be well defined and understood. For this reason, teacher negotiators should negotiate language which places the aides under the authority and at the disposal of the teachers in order to ensure their maximum effective use.

## Illustrative Language

The Board recognizes that in order to achieve maximum utilization of talent of the professional staff, the school programs should be structured to permit teachers to spend the maximum amount of school time in the performance of activities of a professional nature. The Board agrees that teachers shall not be required to perform duties of a nonprofessional nature. In addition, the Board agrees to employ, by September 1, 19__, _____ ( ) teacher aides who shall serve under the direction and supervision of certified teachers, for the purpose of assisting teachers in their responsibilities. A Committee of teachers chosen by the Association, working jointly with representatives of the Board, shall, by May 1, 19__, present to the Board the plan for the selection, training, and use of teacher aides. The Board agrees to provide adequate funds for the appropriate training of aides.

## Alternate Clause

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree to the following:

[continued]

1. Teachers shall not be required to:

   a. Perform nonprofessional assignments, including, but not limited to, milk distribution and supervision of playgrounds, cafeterias, corridors, lavatories, sidewalks, and buses.

   b. Perform health services, such as administering eye or ear examinations and weighing and measuring pupils.

   c. Collect money from students for noneducational purposes. Although teachers may be required to collect money for educational purposes, they shall not be required to tabulate or account for such money.

   d. Deliver books to classrooms, duplicate instructional and other materials, keep registers and cumulative record cards, prepare report cards, and perform other similar clerical functions.

2. Teachers shall not be required to transport pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate superior. In such event, teachers shall be relieved of all personal liability for any accident which may occur in connection with the trip.

3. Elementary teachers shall be relieved of recess duty.

4. No teacher shall be given detention hall duty.

5. No teacher shall be given study hall supervisory duty.

The following clause illustrates the "phase-in" technique of negotiation and should be used in the event the board cannot adopt the entire program in one fiscal year.

Alternate Clause

The Board agrees to employ, by September 1, 19__, one (1) full-time clerical aide to service each high school department of more than _____ ( ) teachers. A similar program shall be initiated for the junior high schools in 19__ and for the elementary schools in 19__. Teachers not covered by this provision by 19__ shall receive guarantees of equitable assistance from clerical employees assigned to building principals.

# SPECIAL PROGRAMS AND SUPPLEMENTAL SERVICES

## Discussion

The needs of students require that specialists be employed to provide the special programs and supplemental services necessary in any modern educational environment. Local associations should negotiate guarantees which will bring some stability or improvement to the level of these programs and services.

## Illustrative Language

The Board and the Association recognize that the solution of some learning problems requires specialized programs and services supplemental to those available in the regular classroom. It is agreed, therefore:

1. That the number of specialists (guidance counselors, elementary music teachers, elementary art teachers, elementary physical education teachers, teachers of the retarded, teachers of the perceptually handicapped, physical therapists, psychologists, psychometrists, remedial reading teachers, developmental reading teachers, nurses, home tutors, administrators) shall not be reduced during the life of this contract unless by mutual agreement.

2. That the number of special programs and services shall not be reduced during the life of this contract unless by mutual agreement.

3. That a Committee of the Association working jointly with the central Administration shall study the special programs and services now available to students in the _____ School District and shall make recommendations for modification by December 1, 19__.

3. That a fund of _____ dollars ($ ) shall be appropriated for use by teachers to hire consultants not in the employ of the District for the purpose of assisting teachers in solving difficult learning problems for which such outside assistance may be necessary. Such consultants may be those who give direct service to the students or direct service to professional personnel within the District. The fund shall be administered by the Assistant Superintendent of Schools.

**Alternate Clause**

Upon the request of any teacher, any student shall be given specialized assistance in order to meet specific or unique needs not being met adequately by the regular school curriculum or procedures. Such specialized assistance shall include, but shall not be limited to, reading instruction, tutorial assistance, intensive diagnostic services, and counseling.

## Additional Considerations

In school districts where specialists are not available or are present to a degree less than desirable, negotiators should attempt to negotiate the additional positions into the contract.

# SUBSTITUTE TEACHERS

## Discussion

The temporary replacement of a regular teacher by a substitute teacher should not cause an inordinate interruption in the educational program. Local associations should negotiate the conditions necessary to ensure continuance of an effective educational program in the event a substitute is required.

### Illustrative Language

The Board and the Association recognize that, in the event substitute teachers are employed, every effort must be made to ensure that the effectiveness of the educational program is not impaired. It is agreed, therefore, that the Superintendent shall conduct annually, in August and September, an active search to establish a list of the most qualified substitutes available and shall continue to supplement the list whenever possible during the course of the academic year. Substitutes shall be qualified and certified teachers in their area of specialization. A list of all substitutes shall be made available to all teachers by October 1 of each school year, and subsequently, in the event of a teacher's absence, the teacher to be replaced shall be given the first opportunity to select his substitute. The responsibility of locating a substitute, however, shall rest with the appropriate supervisor. In the event a regular teacher substitutes for an absent teacher, the regular teacher shall be compensated at a rate equal to one-sixth of his regular salary for each class period or hour of substitution or any fraction thereof. In any event, regular teachers may substitute for absent teachers only under emergency conditions, and such assignments shall be made equitably. No teacher aides or practice teachers may substitute for absent teachers.

The Board shall provide a two-week training program for substitute teachers prior to the opening of school in September. The Association shall appoint volunteers from its membership to assist the Board in the planning and development of the training program. Volunteers shall be reimbursed for such assistance at their regular rate of compensation. All substitute teachers must participate in the program in order to qualify for placement on the substitute list established prior to the opening of school in September. Substitutes added to the list thereafter must participate in the training program prior to the following academic year in order to continue as a substitute.

Alternate Solution

Negotiate with the school board for the hiring of a staff of permanent substitutes (e.g., number equal to 5 percent of the total staff) who would be employed in addition to the regular staff. In the event such substitutes are not needed to replace absent teachers, they could replace regular teachers who need time to develop curriculum materials, provide tutorial assistance, or perform other tasks of value to improved education.

# ADULT EDUCATION

## Discussion

Adult education includes high school diploma and high school equivalency programs for adults, vocational adult education, adult basic education, and manpower development programs. All full-time and part-time teachers of adults should be included in a bargaining unit of the local association. Provision for sound working conditions for teachers of adults need to be included in the negotiated contract because of the special circumstances under which these teachers may teach.

## Illustrative Language

1. Positions in the adult education program shall be made available first to qualified and regularly employed teachers from the _____ School District. [Note: This may not be necessary if provided for in another part of the contract.]

2. Announcements of openings for teachers of adults shall be posted by the Superintendent no later than May 15 and December 15 each year. Teachers who are employed shall be notified no later than the June 30 and January 10 following such announcements. [Note: This may not be necessary if provided for in another part of the contract.]

3. All teachers of adults shall have the same contractual benefits, rights, and privileges, including access to the grievance procedure, as any other teachers in the District.

4. Adult basic education classes shall have no more than _____ ( ) students per class. Other classes for adults shall have no more than the number of students per regular class negotiated for in the regular day school program.

5. Teachers of adults who work outside regular school hours shall receive such additional benefits and protection appropriate for employees who may work such hours, including adequate safety and security measures, adequately heated and lighted classrooms, illuminated parking, and police protection.

6. Teachers of elementary school and high school completion classes for adults shall be granted up to _____ ( ) hours per month with pay to meet with community, health, welfare, employment, and other [continued]

resource specialists. [Note: The assistance and involvement may be necessary to ensure the social or economic rehabilitation of adult basic education students.]

7. All teachers of adults teaching six (6) contact hours per week or less shall receive one-tenth of 1 percent of their computed full-time base salary as an hourly rate. Teachers of adults who teach more than six (6) contact hours per week shall receive a prorated annual contract.

8. During the school year, at least _____ ( ) hours of in-service training in methods of teaching adults shall be provided by the Board at no cost to teachers. Teachers shall participate at their regular rate of pay. In-service training shall be scheduled during the regular hours of the adult education program.

9. An Adult Education Advisory Committee of _____ ( ) persons shall be created, _____ ( ) members appointed by the Board and _____ ( ) appointed by the Association. The Committee shall meet at least once each month in regard to:

   a. Day-to-day problems in adult education.

   b. Administrative, curricular, and methodological considerations appropriate to adult education; planning and implementing innovative approaches to teaching adults; and reviewing adult education programs at least once a year.

   c. Establishing standards and conditions for maintaining liaison with community health, employment, and welfare agencies.

   d. Other appropriate concerns of adult education.

Additional Considerations

Every person, irrespective of age, should have the right and the opportunity to achieve a high school diploma or its equivalent at public expense. To this end, a high school completion program suited to the needs of adults and free from unnecessary restrictions of credit, required subjects, and hours spent in classroom instruction should be provided by the board of education. A policy to this effect might be appropriate for the Educational Development Council to consider. [See E.1.0.]

# EXPERIMENTATION

## Discussion

Possible dangers arising from such new concepts as performance-based contracting [see A.10.0], voucher systems, and other innovations point to the need for caution in educational experimentation. Were we dealing with a manufactured product which would be discarded if it did not meet expectations, our attitude toward experimentation might be different. Children, however, cannot be discarded. Damage to children can be the result of hasty, ill-supervised experimentation. Yet we must seek improved ways of educating our youth, and experimentation is necessary.

To protect children from unnecessary or harmful manipulation, program proposals must be submitted to careful examination by those most knowledgeable and must receive their approval prior to being implemented. It is also essential that a system of evaluation be established so that regular checks and appropriate decisions can be made on continuance of a program.

Teachers, as professional practitioners in education, are knowledgeable and must play a substantial part in such examinations and evaluations. Those who will be working in innovative programs should also be involved in or represented on review bodies. Master agreement language such as the following is suggested:

### Illustrative Language

1. Innovative and experimental programs shall be encouraged but shall be subject to the guidelines as outlined in this Article.

2. An innovative and experimental program shall begin when all of the following have been satisfied: [continued]

a. Discussion of the program by the staff or department directly involved shall be preceded by distribution of available information about the program. Authorities in the area of the experimentation shall be consulted for information.

b. The program shall be adopted in a secret ballot election by at least ___ percent of the involved staff.

c. The program shall be presented to the Educational Development Council [see E.1.0]. If the program receives the approval of the Council, it shall then be presented to the Board for approval.

d. The program as approved by the Board shall be fully funded.

e. Teachers who do not wish to participate in the experimental program may utilize the transfer procedure.

3. Programs that have been put into effect shall be evaluated at least once each school year by personnel and through a process agreed to by the Association. Such evaluation shall be reduced to writing and distributed for staff information if the program is considered for extension. Extensions, if requested, shall be subject to the provisions of Paragraph 2 above.

4. The Board shall act upon all recommended experimental programs by either adoption, rejection, or return of the recommendation to the Educational Development Council for reconsideration. Any rejection or request for reconsideration shall be accompanied by a statement of the reason for such action. At the request of the Educational Development Council, the Board shall expend an amount equal to ___ percent of the operating budget for experimental and/or research programs.

Additional Considerations

The following questions are suggested for consideration by groups reviewing innovative program proposals:

1. Is there adequate provision for thorough involvement of the teaching staff?
2. What potential risks are students exposed to that they are not exposed to in the regular school program?
3. Are such risks worth facing in light of potential results proposed by the innovative program?
4. Are the risks such that parental consent should be obtained (after thorough explanation of the program) prior to student participation?

5. Are provisions made for early identification of adverse effects to mitigate against undue harm?
6. Have expected outcomes of the program been described so as to be measurable?
7. Does the program enable sufficient control of variables to measure effectiveness as compared to other programs?
8. Are other means of program testing available or desirable prior to implementation of the program?
9. Is experimentation of this nature in a pilot situation preferable to a program implemented on a broader base?
10. Will the board be able to fully fund the program, now and in the future, if proved worthwhile?

# PERFORMANCE CONTRACTING

## Discussion

Performance contracting is a management-contractor relationship which ties payment to results. To date, its primary use has been to relate compensation given a private corporation for conducting an educational program to achievement shown by students involved in the program. Although there are some financial guarantees separate from performance, such contracts generally provide penalties for low achievement and bonuses for high achievement. Concentration on reading and math for those significantly below grade level in urban areas has also characterized efforts to date. Local associations can expect to face this new development in at least two ways:

1. Boards of education will continue to negotiate performance contracts with private firms, and those contracts have implications for collective bargaining and for implementation of existing master agreements.
2. The association will be asked (or will seek) to tie conditions of employment and/or compensation to performance guarantees through the collective bargaining contract.

What should the local association look for when the board of education contracts with a private firm?

1. Incentive pay is often provided for teachers. In addition to basing such pay on measurable factors, it may also be given out arbitrarily.

2. Many contracts call for reassignment of personnel upon request of the private corporation, with no requirement for a showing of cause.
3. Boards of education have in some instances dismissed personnel or otherwise effected economies in order to carry on experimental programs.
4. Working conditions are often considerably improved for selected staff members or employees of the contractor who teach in the new program.
5. Selection of educational programs and firms is often completed without regard for, and without the advantage of, teacher involvement and without regard for demonstrated educational competence on the part of the contractor.
6. Performance contracting may be used as a means of evading collective negotiation responsibilities in order to install programs unacceptable to the employee organization.
7. A teacher in the contracted program may be asked to perform considerably more service for the private contractor than his colleagues are asked to perform in a regular school program.
8. Because of intrinsic motivation systems involving trading stamps or tokens, the process by which performance contractors "educate" children can teach implicitly that learning is valuable only if there are material rewards.

Recommendations to Local Associations

Pending further study of performance contracting, it is recommended that local associations:

1. Be vigilant. Identify action toward performance contracting and seek association involvement from the earliest stages of development.

2. Report action toward performance contracting to the appropriate state or national association staff member immediately, and keep him informed of developments.
3. Become knowledgeable about performance contracting. The state and national associations can be of help here.
4. Insist that the board of education not avoid its responsibility to negotiate in this area. Any deviations from the terms and conditions of the master contract are subject to grievance. Immediate and forceful use of the grievance procedure may be required.
5. Negotiate school contract provisions which insist upon association involvement in planning, implementing, and evaluating performance contracts. Lanugage such as the following might be utilized:

Illustrative Language

The Board shall enter into no contract which will result in instruction being provided, supervised, or otherwise influenced by any organization other than the Association without the express written approval of the Association. The Board shall further provide for Association involvement in new or innovative programs, from planning through evaluation stages.

Alternate (or Additional) Clause

In the event the Board enters into a contract with any outside agency for any service related to curriculum and instruction, the Board agrees that no regular staff shall be displaced in any way. It is also agreed that such contracted agency shall perform its work in accordance with sound educational practices and that all its employees shall be bound by the existing Master Agreement between the Board and the Association.

Suggested Guidelines

No benefits will be realized from performance contracts unless they are well planned and well managed. There is no mystique in private industry or in material or monetary incentives which guarantees a successful experience with

a contract unless optimum conditions of teaching and learning are maintained. Many well-meaning lay boards and citizens may be taken in by the "money back guarantee" feature of performance contracting. What good is the money back if a child has not learned in accordance with contract objectives? The student has wasted his time.

The conditions which should be maintained in performance contracting are as follows:

1. Teachers should be involved through local associations. The involvement should extend from the planning of contract objectives through evaluation of performance.
2. A contract should be concerned with (a) learnings in addition to skill subjects, with clear objectives stated for all areas of learning; and (b) the whole range of pupils, not just an easy-to-teach segment of the pupil population. This is not to say that the contract cannot focus on particular subjects or particular groups of pupils.
3. The content, delivery system, and evaluation should follow acceptable principles of teaching, learning, and testing and should be evaluated by a review panel of specialists and practitioners before the contract is signed.
4. No deviation from the signed contract should be permitted without agreement of all parties concerned, including the review panel.
5. Achievement tests alone are not an acceptable measure of student learning and the raising of standardized test performance should not be acceptable as the sole basis for performance contracting. Other measurement devices must be developed and used, such as criterion tests based on specific learning objectives. These devices should be developed with community and professional involvement and should be

agreed upon prior to the signing of the contract. In fact, the learning objectives should be the basis for bids on a contract.

6. The contractor should be required to post a performance bond so that the school system will be assured of the availability of sufficient funds to enable the contractor to meet the obligation of the contract.
7. A contract should be of stated duration and provide for the contractor to turn over to the school system the instructional know-how and materials (turn-key provision).
8. Any contract should provide for the maximum use of existing personnel of the school system. Personnel used in the project should be adequately trained in the processes and techniques related to the contract objective.
9. A contract should guarantee that the pupils will be under close supervision of professionally trained and certificated personnel.
10. Compensation for teachers should be based on assignment of responsibilities, not on test performance of pupils. Assignment and evaluation of teachers should be the responsibility of professional educators.
11. Extrinsic rewards or incentives for pupils should not be used as an ongoing feature of the learning program. They may, however, be used in gaining initial interest.
12. If a stable industry of performance contractors is to develop (as opposed to fly-by-night operators), all contracts should provide a basic level of support and adequate compensation for the contractor unrelated to pupil performance tests. This condition is to protect the pupils from undue pressure and fraudulent practice in the course of the contract.
13. No contract should be let without some genuine innovative feature not likely or possible to develop within the school's resources.

14. The program under contract should be open to inspection and evaluation by interested qualified groups.

15. The materials and equipment should be leased rather than purchased until their effectiveness has been ascertained.

16. The industry should be encouraged to develop compatible equipment, although this condition should not be placed above the need to experiment broadly.

17. Some concern should be shown for the degree to which the effects of the experiment are lasting.

# DIFFERENTIATED STAFFING

## Discussion

The concept of differentiated staffing recognizes that a complex school organization requires many specialist activities, and more and more differentiation of roles should be expected as the organization becomes larger and more complex.

Differentiated staffing is not new. Subject matter specialists, particularly in the secondary school, have been around for many years. This is a form of differentiated staffing, as is the use of teacher aides. Some forms of differentiated staffing not only differentiate by subject area but institute a hierarchy of teachers. For instance:

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Executive Teacher
Professional Teachers
Associate Teachers
Provisional Teachers
Interns

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Persons at the top of the hierarchy tend to have greater status and receive higher compensation. There is also horizontal differentiation of staff, i.e., an increase in the number or kinds of specialists.

## Dangers

Sometimes differentiated staffing has been used by school boards as a merit pay technique. Because of this, care must be taken to negotiate compensation levels and an equitable appointment process. Negotiations should also include length of the work year, tenure status, leave policies, and other benefits which desirably might differ from one hierarchical level to another. Also, differentiated staffing designs should never be implemented without

the full knowledge and consent of an existing staff. The NEA's position on differentiated staffing is a cautious one. It encourages careful experimentation under teacher control.

The most important single piece of advice in this area is: *Differentiate only when it solves a previously identified instructional problem. Never differentiate for its own sake.*

Recognizing that differentiated staffing is to solve instructional problems, it would be well to find out whether a problem exists. The following contract clause may be of interest in this regard:

Illustrative Language

The Board and Association agree that it is in the best interest of both parties to provide for the most efficient and productive use of professional staff. In order to obtain this condition, it is agreed that:

1. The Board shall employ a competent educational research specialist who shall be subject to the approval of the Association.

2. The duties of the specialist shall be to evaluate the quality of education in the District and to make suggestions for its improvement, including guidelines for implementation of his suggestions. Included in his responsibilities shall be the determination of the specific objectives of the curriculum, an assessment of the appropriateness and adequacy of the curriculum objectives, and an evaluation of the effectiveness of current teaching-learning practices as they relate to stated curriculum objectives and curriculum guides.

3. Additional duties of the specialist shall be to assess the following, not limited thereto: appropriateness of the administrative structure; staffing design; curriculum, and ancillary educational activities such as grading and reporting; discipline practices; counseling procedures; extracurricular activities; and promotion procedures as they relate to the achievement of the stated curriculum objectives.

4. Recommendations by the specialist shall result directly from his published research as it relates to his specific responsibilities.

5. Implementation of any of the specific recommendations of the research specialist shall require additional contractual agreements between the Board and the Association.

6. Teachers shall be fully involved in all phases of the specialist's work and their professional load shall be such that involvement is possible.

An interesting approach to giving school staffs the opportunity to determine their own makeup might be attempted through negotiating a clause such as the following:

Alternate (or Additional) Clause

During the term of this Agreement, all schools shall have an equated teacher number equivalent to one (1) for every _____ ( ) students. The teachers in each building shall determine how the school is to be staffed. The following values shall be applied in such determination:

[Caution: The numbers are arbitrary. Also be alert to the tendency to base these employee "values" on their respective salaries, which may have very little to do with their worth to the teaching team.]

One (1) teacher aide shall equal .4 of an equated teacher.
One (1) playground supervisor shall equal .38 of an equated teacher.
One (1) secretary shall equal .45 of an equated teacher.
One (1) reading diagnostician shall equal 1.15 of an equated teacher.
One (1) school psychologist shall equal 1.25 of an equated teacher.

Teachers may further employ specialists or consultants on a per diem or short-term basis. Expenditures for such employment shall be treated as the actual pro rata portion of an equated teacher.

# SCHOOL EVALUATION

## Discussion

School evaluations (of curriculum, equipment, staff, facilities, business operation, and the like) are ambitious undertakings. Even to examine one aspect of the school is difficult and time-consuming. If such studies are to be valuable, teachers must lend their professional experience and judgment to them. At the same time, local associations should ensure that those carrying on the evaluation are properly equipped to do the job, and that may mean a considerable expenditure of funds. Consider the following points:

1. The study needs to be structured, and the use of an instrument such as *Profiles of Excellence* (NEA, 1966) may be desirable.
2. Time for the staff to complete their tasks is essential. The best situation would be one in which the normal professional load of teachers is reduced to allow for participation in this additional professional service. Reassigned time is another alternative (but perhaps less palatable).
3. The administration of an evaluative study is a difficult task in itself, and a member of the association might well be assigned full time to it. This person should be selected from a list of applicants endorsed by the association. The following matters will be of concern:
   a. Timetable
   b. Organization of staff
   c. Financial and human resources which may be necessary
   d. Coordination of the above.

4. Secretarial service should be made available to the committees and individuals involved in the study.
5. The overall goals of the school district might well be examined carefully before proceeding with the remainder of the study.
6. It may be desirable for the association to encourage such evaluations on a regular basis.

Illustrative Language

There shall be a comprehensive evaluation conducted of the _____ School District during the school year 19__-__. It is the intent of the Board and the Association to make such an evaluation once in every _____ year period thereafter. The Board agrees to provide necessary funds, time, and supportive services to all personnel involved in the comprehensive evaluation. The Board also agrees that the evaluation shall not cause the teacher's day to be lengthened, and in the event additional duties are required, teachers shall be compensated by releasing them from equivalent obligations. It is further agreed that the selection and administration of the appropriate instruments, the extent of staff involvement, and the utilization of the data yielded by the evaluation shall be matters for negotiation and eventual inclusion in the Master Agreement. In no event shall a comprehensive evaluation be carried out in whole or in part without the agreement of the Association.

NEGOTIATION FOR IMPROVEMENT

OF THE PROFESSION

A Handbook for
Local Teachers Association
Negotiators

B. PERSONNEL POLICIES

1.0 Teacher Recruitment

2.0 Vacancies: Placement and Promotions

3.0 Transfers - Voluntary/Involuntary

4.0 Assignment

5.0 Scheduling

6.0 Student Teaching

7.0 Intern Teaching

INTRODUCTION

Proper selection, placement, and ultimate performance of school staff affects every teacher's performance and contributes to his success or failure. Therefore, personnel policies are essential areas for negotiation.

The illustrative clauses contained in the material that follows are intended as samples of appropriate contract provisions. However, since no single model can answer all local needs and since state negotiation laws vary, local negotiating teams must consider their own situation carefully and revise the language accordingly.

# TEACHER RECRUITMENT

## Discussion

The effectiveness of any individual teacher is always somewhat related to the quality of teaching of other members of the staff who meet the students both before and after he does. Because of this, teachers must have a strong voice in their school district's recruitment policies and must be active participants in the recruitment procedures. There must be some teachers on all recruitment teams to support accountability for educational results. Local associations should insist that recruitment programs be fully developed and conscientiously implemented. The heart of the matter here is for the school board to provide time and money to the appropriate recruitment team to conduct a thorough and professional search.

### Illustrative Language

The Board and the Association recognize that the recruitment of new teachers is of importance to both the Board and the Association. It is agreed, therefore, that in the event there are vacancies or new openings which cannot be filled by existing staff, there shall be an active recruitment procedure, hereby established, with the following minimum essentials:

1. The Association shall receive first notification of all vacancies and openings.

2. Notification of vacancies and openings shall also be sent to the State Teachers Association, the State Department of Education, and appropriate colleges and universities.

3. A notice of vacancy or opening shall include, but not be limited to, a description of the position, the educational and professional prerequisites, the location and level of the position, salary and benefits, supportive services, and specialist personnel available.

4. No vacancy shall be filled until at least five applicants have been screened. [continued]

5. No teaching vacancy shall be filled unless there has been a visit to the class of the successful applicant and he has been observed for at least three normal length classes or one-half day.

6. The screening and interviewing of all potential candidates shall be performed by the Recruitment Committee.

7. The Recruitment Committee shall consist of a representative of the Board, a representative of the Association (appointed by the President of the Association), the appropriate principal, the appropriate department head, and a teacher representing the building, level, department, or special area in which the vacancy or opening exists.

8. All members of the Recruitment Committee shall have equal status on the Committee.

9. No candidate shall be employed unless he is approved by a majority of the Recruitment Committee. If the Board does not employ a candidate recommended by a majority of the Recruitment Committee, the Board shall so notify the Recruitment Committee in writing, stating reasons for the action.

10. The Board shall provide released time and funding for members of the Recruitment Committee at such times when meetings, interviews, or classroom visits become necessary.

11. Out-of-state travel for recruitment pupposes shall be considered a normal activity of the Recruitment Committee.

12. Classroom visitations shall be made by teams of two members of the Recruitment Committee elected by the members of the Committee.

13. It shall be the objective of the Committee to perform its functions without regard for differences in race, color, religion, or personal philosophy.

Alternate Clause (1)

Staff Balancing: The Board and the Association agree than an effective team approach to the quality education of children requires a good balance of experienced and less experienced teachers. The Board agrees, therefore, to observe the following staff balance in employing new members of the staff to fill vacancies or openings:

At least one-third must have ten (10) years or more of experience.
At least one-third must have five (5) years or more of experience.
No more than one-third may have fewer than five (5) years of experience.

## Alternate Clause (2)

Minimum Standards: The Association and the Board recognize that the quality of teachers is significantly related to the quality of their education. It is also recognized that the practices of teacher education institutions vary considerably and that there are variances in the degree of quality of such institutions. It is agreed that the quality of incoming educational personnel is a legitimate concern of the Association. It is further agreed that the Board shall fund a workshop program during the summer of 19__ for the purpose of establishing employment standards in the _____ School District. The workshop shall be comprised of the following committees:

1. A committee of _____ ( ) members from each secondary school subject area.

2. A committee of _____ ( ) members from each specialist area.

3. A committee of _____ ( ) elementary teachers.

The workshop program shall be of four (4) weeks duration, four (4) hours per day. The rate of pay shall be established at _____ dollars ___ cents ($ ) per hour. The duties of the committees shall be to establish the minimum educational standards for employment as a teacher in the District, applicable to the specific areas of responsibility represented by the various committees. The recommendations of the various committees shall be final and binding on the Board, and subsequent to publication of the standards, no new teacher may be employed who does not meet the published standards.

## Alternate Clause (3)

Minimum Standards: The Board and the Association agree that no noncertificated teacher may be employed during the life of this Agreement and that no teacher shall be assigned outisde the area of his major/minor. It is further agreed that the Superintendent shall forward a photostatic copy of the certificate of each newly employed teacher to the Secretary of the Association.

## Alternate Clause (4)

Minimum Standards for (English) Teachers: The Board and the Association agree that the Board shall employ a Committee of _____ ( ) (English) teachers during the summer of 19__, for a period not to exceed eighty (80) hours each, for the purpose of developing minimum standards of employment for new (English) teachers. Subsequent to publication of the standards, no (English) teacher may be employed who does not meet the minimum required standards. Employment of the Committee shall be at the rate of _____ dollars ___ cents ($ ) per hour.

Suggested Guidelines

Recruitment teams should strive to create criteria for selection that will lend balance to the instructional staff. Such factors as age, experience, educational preparation, geographic origin, important individual talents, commitment to a career in teaching, evidence of interest in change, and special interests should be considered. In addition, multi-ethnic balance should receive appropriate concern. Preference should be given to graduates of institutions accredited by the National Council for Accreditation of Teacher Education (NCATE).

Be sure to negotiate time for recruitment team members to perform their assigned function. In some cases, a simple clause will do: "Adequate released time shall be provided." In other circumstances, it may be more appropriate to negotiate specifics: "Released time shall be provided for not less than two (2) consecutive weeks," or "A substitute shall be provided when a staff member is required to perform his duties as a member of the recruitment team."

# VACANCIES: PLACEMENT AND PROMOTIONS

## Discussion

Teaching positions should be attainable by virtue of qualifications and potential value to high-quality education rather than by more arbitrary methods. It is important, therefore, that teacher negotiators achieve fair and equitable vacancy placement and promotion procedures as an essential condition of the contract.

### Illustrative Language

1. Where a vacancy in any professional position in the _____ School District shall occur, the Board shall cause to be published a written notice of such vacancy. The notice shall be delivered to the Association and copies of the notice shall be posted in every school building. No vacancy shall be filled until notice of such vacancy shall have been posted for at least fifteen (15) working days.

2. Qualifications, requirements, duties, salary, and other pertinent information shall be set forth in notices of vacancies (see Section 8 below).

3. Any teacher possessing the necessary qualifications may apply for a vacancy and all applications shall be carefully considered. All applications shall be in writing and shall set forth the position for which the applicant is to be considered.

4. In filling any vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants and their length of service in the system.

5. Unsuccessful candidates for a position shall be so notified of the final decision in writing within one (1) week of that decision and at least two weeks prior to the decision being made public information.

6. The Board declares its support for promoting from within the system. A promotion is defined as the achievement of a professional position which pays a higher salary differential or is on a higher salary schedule than the regular teachers' salary schedule. The Association shall assist the Board in the development and establishment of the criteria of and qualifications for such positions and additional procedures to be followed in filling the positions.

7. The qualifications set forth for a particular position shall not be changed unless the Association has been notified in writing in advance of such change and the reasons for the change.

8. The written description of a particular vacancy shall contain, but not be limited to, information on:

   a. Type of vacancy and whether a new position or a vacancy caused by the transfer, retirement, or resignation of a teacher.

   b. Specific grade level or subject(s) to be taught.

   c. Approximate size of class (elementary) or number of classes and subjects (secondary).

   d. If sectioned, approximate ability level of students.

   e. Any unusual learning or behavior problems that may be encountered.

   f. Physical facilities, e.g., room in main building, temporary structure, rental facility, etc. Also (if secondary), whether the teacher will have a room of his own or be obliged to travel.

   g. Adequacy of materials and supplies.

   h. Supportive services and specialist personnel available.

   i. Starting date.

   j. Current contract.

## TRANSFERS - VOLUNTARY

Discussion

Occasionally there is a need for teachers, at their own request, to transfer from one teaching assignment to another. Transfer procedures, since they can have a profound effect on teaching performance, must be fair and orderly. For this reason, teacher negotiators should negotiate the conditions of voluntary transfer into master agreements.

### Illustrative Language

1. Teachers may apply for a transfer to a specified or unspecified location or assignment at any time during the school year.

2. Teachers desiring a transfer shall submit a written request to the Superintendent, stating the specific assignment or nature of the assignment and school or schools preferred, if any. Such requests shall be acknowledged promptly in writing.

3. In filling nonpromotional vacancies occurring within the professional staff of the District, preference shall be given to teachers voluntarily requesting transfers under this Artlcle, and no assignments of new teachers shall be made until all transfer requests have been considered. The provisions of this clause shall apply to those vacancies occurring between the end of one school year and the beginning of the following school year.

4. In the event that more than one teacher applies for the same vacancy, precedence shall be given to those with longer service.

5. Each transfer applicant shall be notified of the status of his application on or before May 15 of the school year in which the request is made. In the event the request is denied, the applicant shall receive written notice of reasons for the denial.

## TRANSFERS - INVOLUNTARY

It is equally important for negotiators to consider the procedures for involuntary teacher transfers.

## Illustrative Language

Although the Board and the Association recognize that frequent transfer of teachers is disruptive of the educational process, they also recognize that some involuntary transfers of teachers from one school to another are unavoidable and that, in making assignments in the _____ School District, the interests and aspirations of teachers must be considered. Therefore, they agree to the following:

1. When involuntary transfers are necessary, a teacher shall not be assigned to a position outside his area of competence or major/minor area of concentration. Teachers transferred involuntarily shall be transferred only to a comparable position.

2. Notice of proposed involuntary transfers shall be given to the teachers involved immediately upon knowledge of such transfers.

3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher shall be notified of the reasons for the transfer.

4. No teacher shall be transferred involuntarily without good cause.

5. A systemwide list of all vacant positions shall be made available promptly to all teachers being transferred involuntarily. All such teachers shall be given adequate time off, without loss of pay, for the purpose of visiting schools at which such openings exist and shall be reimbursed for automobile use in visiting such schools at the rate of _____ ( ) cents per mile.

6. No involuntary transfer shall be effectuated subsequent to the April immediately preceding the school year in which the transfer is to become effective.

7. In the event an involuntary transfer becomes a matter of grievance, such transfer shall not take effect until after the grievance and arbitration procedures have been completed.

# ASSIGNMENT

## Discussion

Good teaching is often the result of proper assignment. If a teacher is assigned to teach at a level inappropriate to his training and skill or outside the area of his knowledge and experience, the result can be unfortunate both for the teacher and for the students. Very often another assignment can mean the difference between success and failure. For this reason, local associations must attempt to guarantee the right of all teachers to seek appropriate assignment.

### Illustrative Language

The Board and the Association recognize that proper assignment of teachers is necessary in order to assure maximum efficient use of staff talent within the _____ School District. It is therefore agreed that any teacher may request a change in his assignment at any time. If the proposed change would result in better service to the children of the District, it shall be effected at the first and earliest opportunity.

# SCHEDULING

## Discussion

It is now widely recognized that effective teaching requires a multiplicity of related functions, including actual classroom instruction, guidance services to pupils and parents, participation in student activities, preparation for classroom activities, self-improvement, and the development and improvement of curriculum and instruction. Past practice, however, has almost universally denied the teacher time to fulfill many of these essential teaching-related functions. Teacher negotiators can remedy this problem by attempting to gain agreement on provisions which provide specific time to perform specific functions.

### Illustrative Language

The Board and the Association recognize that effective teaching requires a multiplicity of teaching-related functions, including actual classroom instruction, guidance services to pupils and parents, participation in student activities, preparation for classroom activities, self-improvement activities, and participation in programs and activities designed for the improvement of curriculum and instruction. The Board and the Association agree that the regular school day should be structured to permit the full and flexible practice of all of these necessary functions. Therefore, the Board agrees (to one of the following):

(Option A)

That no teacher shall be assigned to classroom teaching for more than ___ percent of the regular school day.

(Option B)

That no teacher shall be assigned to actual classroom teaching for more than _____ (  ) periods per day.

(Option C)

To hire _____ ( ) full-time substitute teachers equal to _____ percent of the total school staff who shall act as teacher replacements in the instance of illness and to relieve teachers for curriculum work, tutorial work, or other activities related to the improvement of instruction.

(Option D)

To arrange the schedule of each teacher as follows: _____ ( ) period(s) per (day or week) for preparation; _____ ( ) period(s) per (day or week) for the improvement of curriculum and instruction; _____ ( ) period(s) per (day or week) for self-improvement; _____ ( ) period(s) per (day or week) for parent or pupil conferences; _____ periods per (day or week) of classroom teaching, all of which shall total no more than _____ ( ) periods per week. No teacher shall be scheduled outside the area of his major/minor.

Note: For Options A, B, and C, it is necessary also to negotiate a companion "block time" clause to ensure that redefined roles do not take their effect through a lengthened school day. The philosophy inherent in these clauses is that a teacher is more than a person who stands before a class; he is a professional who must have adequate time to fulfill a variety of other obligations.

Illustrative Language

No teacher shall be assigned to work more than _____ ( ) hours, and those hours shall be consecutive. In the event additional hours are required within the terms of this Agreement, the teacher shall be paid on a pro rata basis.

# STUDENT TEACHING

## Discussion

Through the process of collective negotiation, teachers can establish the conditions under which their school district will participate in the improvement of teacher education programs. Through this process they can lay the groundwork for the development of a successful working relationship among public school teachers, teacher education department personnel, school district representatives, and teacher education students.

Field experience in some form is a prerequisite to both initial and advanced licensure (where applicable) in every state. Field experience is actual work in a school district as part of a credential program. This includes student teaching, intern teaching, or experience in counseling, school social work, school administration, or some other specialty. Since field experience programs occur in school districts, local teachers associations can establish a procedure to put teachers in a more influential position over standards and practices for district participation in these programs.

## Suggested Procedure

Where there is a significant degree of interest in a local teachers association in improving the process of teacher education, the association should appoint a task force to secure a teacher education council (TEC). When this task force has formulated a proposal which meets with approval by the association, the TEC should be established through the collective negotiation process. To get the task force under way, a contract provision such as the following should be obtained:

## Illustrative Language

The Association and the Board agree that the possibility of establishing a Teacher Education Council should be investigated. Therefore, a Task Force to draw up a specific proposal for such a Council is hereby established. It shall be composed of _____ ( ) representatives appointed by the Association, and _____ ( ) representatives appointed by the Board. The Task Force shall be granted _____ ( ) days of assigned time and the actual and necessary expenses incurred in the completion of its task. The Board agrees to remunerate consultants requested by the Task Force for this purpose.

The following process is suggested to achieve an operating teacher education council:

1. Details for establishing a TEC are developed, such as:
   a. Membership
   b. Powers
   c. Duties
   d. Means of support
   e. Reporting requirements
   f. Time to carry out its duties
   g. Other.
2. The professional negotiation process is utilized to establish the TEC.
3. The task force is dismissed.
4. The TEC is appointed.
5. The TEC develops specifics of the conditions under which the district will participate in providing field experience opportunities in teacher education.
6. The association takes the conditions to the negotiating table and seeks their adoption as part of the master agreement.
7. Provisions are taken to the association for ratification.
8. The TEC becomes the agency to discharge the designated responsibilities.

The following illustrates a clause establishing the teacher education council:

Illustrative Language

There is hereby established in the _____ School District a Teacher Education Council, hereinafter referred to as TEC. The TEC shall be composed of:

[Note: If a small council is desired, the left column indicates the suggested number of members in each category. If a larger council is desired, use the right column.]

(3 5) _____ ( ) classroom teachers, one of whom shall be a first-year teacher, appointed by the Association;

(1 3) _____ ( ) clinic teacher(s) appointed by the Association; [Clinic teachers are public school employees responsible for assisting persons in field experience. They would include supervising teachers, critic teachers, master teachers, as well as counselors or administrators to whom field experience persons are assigned.]

(1 2) _____ ( ) representative(s) of the District. [If the smaller council is desired, this representative could be either from the building level or from the central office level. If the larger council is desired, one should come from each level.]

The TEC shall invite each college or university which places field experience participants [credential candidates] in the District to name one representative to membership on the TEC.

The Association shall appoint one field experience participant from each college or university which places participants in the District. Appointees shall be from among a slate of nominees submitted to the TEC by the administrative head of teacher education at the college or university.

Each element represented on the TEC shall vote as a unit, and approval by each element (or unit) is required as the basis for action by the TEC.

The TEC shall have the authority to develop any and all standards and procedures affecting field experience opportunities in the District. This includes, but is not limited to, placement, selection, and assignment of clinic teachers, assignment and reassignment of field experience participants, and selection and assignment of college or university facilitators [college or university faculty members who work with field experience participants and clinic teachers]. After approval in a manner established by the Association, proposed standards and procedures shall be brought to the negotiating table for adoption. Once adopted, they shall be submitted to the Association for ratification. When ratified, they shall be binding upon the District and all District employees. [continued]

The TEC shall have the authority to hear any grievance related to standards and procedures in field experience programs in the District to ascertain the facts and, if a problem exists, to seek a solution through its own efforts. It shall have the further authority to initiate charges resulting from its investigations.

The TEC shall examine the effectiveness of the field experience program and report the results of its studies at least once in each five-year period.

The TEC shall examine the extent to which standards and procedures adopted by the TEC are being implemented. A finding of unsatisfactory performance by any individual or institution in the field experience program shall be brought to the attention of those responsible for the performance. The TEC shall seek, through persuasion, to secure satisfactory performance. If such efforts fail within a reasonable time as determined by the TEC, the TEC shall notify the Association that unsatisfactory performance persists. Upon such notice, the Association shall consider a formal request to terminate the individual or institution as a participant in the field experience program of the District. The District hereby agrees to terminate any individual or institution as a participant upon request of the Association, provided the request initiates with the TEC.

The District agrees to provide _____ dollars ($ ) for expenditures made at the direction of the TEC for the 19__-__ school year. Annually thereafter the TEC shall adopt a budget which shall be approved through the negotiation process. Funds required by the budget shall be provided by the District and each college and university holding membership on the TEC. The amount to be contributed by the District shall be the proportion represented by the ratio of the number of District employees to the total number of members of the TEC. The amount to be contributed by each college or university shall be determined in the same manner.

The District shall be the custodian of the Council's funds and shall provide adequate accounting of their expenditure. Funds from the TEC's account shall be paid according to policies adopted by the Council and upon proper authorization as established by the Council. Colleges and universities participating shall pay their pro rata share of funds to the District to be credited to the TEC's account. The Council's funds shall be held in trust by the District and any funds not expended in any fiscal year shall be held available in any subsequent fiscal year.

Public school employees who are members of the TEC shall have _____ ( ) days of assigned time, at the direction of the Council, to discharge their duties. Actual and necessary expenses shall be paid to members upon demand from the funds of the Council, according to policies and procedures established by the TEC. In addition, the TEC may establish special workshops or other sessions during periods when school is not in session to further discharge its responsibilities.

The TEC may draw upon expert advice from any source of its choice, and its funds shall be legitimately expended for such advice. [continued]

The Board hereby recognizes that to provide field experience opportunities for prospective teachers and other personnel is desirable. It agrees to provide such field experience opportunities to qualified participants who are bona fide students in colleges or universities maintaining membership on and contributing to the TEC established herein. These field experience opportunities shall be provided only under the terms of this Agreement.

Alternate Clause

The Association and the Board agree that providing productive field experience opportunities for prospective members of the profession is a significant contribution to the improvement of the quality of professional services. In recognition of this fact, there shall be established a Teacher Education Committee composed of _____ ( ) members appointed by the Association, _____ ( ) members appointed by the District, and _____ ( ) member(s) appointed by the foregoing members. The Teacher Education Committee shall develop and recommend adoption of standards and procedures for field experience opportunities in the _____ School District. When such recommendations are adopted by the Board, they shall be binding upon all District employees and shall constitute the basis upon which field service opportunities shall be available in the District.

The Committee shall determine and recommend the number of field experience personnel the District can accommodate, the school sites to which they shall be assigned, and the special emoluments provided clinic teachers. The Committee shall define the nature of the responsibilities pertaining to field experience opportunities of the District, the colleges and universities placing participants in the District, and the participants.

# INTERN TEACHING

## Discussion

The quality of the intern teaching experience can contribute significantly to the ultimate quality of the performance of the potential teacher, provided the experience is meaningful. On the other hand, if the intern teacher is not properly placed, supervised, and criticized, the experience can serve to discourage potentially effective teachers from entering the profession. Because it is important to the improvement of the quality of teaching, teacher negotiators should seek contractual guarantees that will ensure an effective intern teaching experience.

## Illustrative Language

The Board and the Association agree that the proper deployment of intern teachers in the _____ School District can constitute a significant contribution to the improvement of the education profession. In recognition of this fact, there shall be established by the Association by May 1 of each year a Committee of teachers who shall make recommendations regarding the proper deployment of and shall supervise the follow-up activities of intern teachers. Committee recommendations shall include the number of intern teachers to be assigned each year, the buildings to which they will be assigned, the kinds of consideration to be given to supervising teachers, and the nature of the responsibilities of both the District and the intern teachers other than those imposed by the cooperating college.

NEGOTIATION FOR IMPROVEMENT

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C. EVALUATION

1.0 Protection from Arbitrary Action

2.0 Resolution of Disputes

3.0 Teacher Evaluation of Evaluators

4.0 Peer Evaluation

5.0 Teacher Incapacity

6.0 Student Evaluation of Teachers

7.0 Self-Appraisal

8.0 Academic Freedom

INTRODUCTION

Evaluation processes frequently are the methods by which continued teacher employment is decided. For this reason, the methods and substance of evaluation are matters of concern for teacher negotiators.

The illustrative clauses contained in the material that follows are intended as samples of appropriate contract provisions. However, since no single model can answer all local needs and since state negotiation laws vary, local negotiating teams must consider their own situation carefully and revise the language accordingly.

# PROTECTION FROM ARBITRARY ACTION

## Discussion

In reading contractual agreements between boards of education and local associations, it becomes apparent that several provisions relating to teacher evaluation are quite common. These provisions deal primarily with fair practices. Several additional fair practice concerns are well on their way toward acceptance on a wide basis.

Of all fair practice provisions, the most important would contain a statement to the effect that:

### Illustrative Language

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any professional advantage, or given an adverse evaluation of his professional services without reasonable and just cause.

Such a statement in combination with an effective grievance clause guarantees that the board of education will be held accountable to an impartial third party for its actions. This also requires that the board will be asked (by the court or arbitrator) to demonstrate that the teacher knew clearly what was expected of him, that those expectancies were reasonable, that he was warned, that the punishment to be imposed is appropriate, and that he has otherwise been treated fairly. This cannot be guaranteed, however, and appropriate fair practice provisions in the agreement must be negotiated. The following represents those commonly found:

## Illustrative Language

1. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed-circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

2. All evaluations shall be reduced to writing and a copy given to the teacher within _____ ( ) days of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.

3. A teacher shall have the right to review the contents of his personnel file originating after original employment and to have a representative of the Association accompany him in such review.

4. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

5. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher if said complaint is to be placed in the teacher's personnel file. The procedures of Section 4 of this clause apply to these records as well as all others that are placed in the file.

6. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.

7. Each observation of a teacher in teaching situations shall be for an appropriate amount of time. [Note: Local associations may wish to specify an exact period of time or to define what is meant by "appropriate."]

8. Each observation of a teacher shall be followed by a personal conference between the teacher and his evaluator for purposes of clarifying the written evaluation report.

9. Failure of the Board to follow any provision of this Agreement or the policies of the Board with respect to the evaluation of teachers shall result in restoring any teacher against whom action [continued]

has been taken to full teaching status with appropriate compensation for any embarrassment caused by the Board's (or its agent's) wrongful acts, and the record surrounding the event in question shall be destroyed.

10. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff member. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

11. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

12. No evaluation shall unduly interfere with the normal teaching-learning process.

13. A preevaluation conference shall be held between the evaluator and the teacher so that the evaluator may be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated.

14. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he will be evaluated. No criterion shall be used which has not previously been approved by the Association as applicable for the position held by the teacher being evaluated.

15. All communications obtained by a teacher in the course of his professional duties and deemed by said teacher to be of a confidential nature shall not, except with his consent, be disclosed to anyone unless said disclosure is required by law.

16. All evaluators shall be fully and properly trained in the techniques and criteria to be used in the evaluation process. If systematic analysis is to be utilized, the evaluator shall demonstrate his proficiency at the recommended reliability level.

# RESOLUTION OF DISPUTES

## Discussion

An effective procedure for resolving disputes arising from teacher evaluation should meet the same requirements necessary to resolve any disputes arising from interpretation or application of the contract.

1. Opportunity should exist for resolution of differences between or among the parties involved in the dispute without third-party intervention.
2. Provision must be made to secure accurate data surrounding the difference of opinion.
3. Due process must be offered to parties to the dispute.
4. A final level of appeal should be to an impartial tribunal (third party). This is a basic element of due process.

Those forums which may presently be available for the resolution of employee-employer differences must also be taken into account. For example, legislation regarding tenure, civil rights, or collective bargaining may well provide dispute resolution procedures for employees who feel aggrieved.

Forums established by the association and board of education may be included under the term *arbitration* but may be of several varieties. Among the questions which must be reviewed are:

1. Should there be one arbitrator or a panel? If a panel, how many?
2. What should the qualifications of an arbitrator be, if any? (Under some of the current arbitration services, no qualifications need be set, as any name submitted by the service can be rejected by either party.)
3. What authority should be given the arbitrator(s)?

4. Within what resources and time limitations should the arbitrator(s) work?

5. How are the arbitrators to be chosen?

From the range of possible answers to these questions, a variety of structures could develop. This is desirable. From such variety can be isolated those which are best suited to local goals.

During the past several years, arbitration provisions have been found in collective negotiation agreements with increasing frequency. This is desirable for two reasons:

1. Arbitration offers the parties an opportunity to select arbitrators who have expertise in dealing with the specific area of difficulty which has arisen.
2. The arbitration process is quicker, less expensive, and more private than the courts.

The Process of Appeal. The process of appeal which leads to final resolution by a third party should be designed so that utilization of arbitration and other remedial procedures is reserved for but a few cases. Preferably, resolution of any differences will be at the lowest level of this process--between the immediate parties to the dispute.

The beginning of the process, then, lies with the immediate parties to the dispute, and the last step is final resolution by a third party. It remains to be determined if additional steps in the process are necessary, and, if so, how many and of what variety. Here are some possible ways of responding (there are many others):

1. Use the regular grievance procedure, i.e., appeal to the immediate supervisor, then to the employee relations director, the board of education, and finally to arbitration (or the court's administrative forums).

2. Use the regular grievance procedure but substitute a different form of arbitration.

3. Decline use of the grievance procedure, substituting an alternative procedure, in cases involving teacher evaluation, dismissal, etc. [Note: A special committee might be elected by the teachers to review each case, making recommendations and findings of fact.] Use of professionals from other districts on joint teacher-administrator committees and committees appointed by the association are additional examples of alternatives for implementing this concept.

The following procedure contains several interesting and controversial elements but is submitted as one example of how this appeal process might be viewed:

Illustrative Language

1. Immediately upon receipt of a request or recommendation for nonrenewal of contract or discontinuation of professional services of a teacher, the Board shall so notify the Association and the Association shall be given an opportunity to review the case and to present recommendations to the Board if requested to do so by the teacher.

2. Upon being so notified by the Board and the teacher, the Association shall appoint a Professional Practices Panel, consisting of _____ ( ) members, which shall review the allegations and circumstances surrounding same and make a report and recommendations to the Board. As part of their review, the Panel shall hold a hearing and otherwise proceed according to the tenets of due process.

3. The Board shall provide necessary support services to the Panel, including, but not limited to, secretarial assistance to record and transcribe all hearings.

4. The Board shall make available all information concerning the case and shall insist that failure of its agents or of persons bringing charges to fully cooperate with the Association in this review shall result in the rejection of any request or recommendation for nonrenewal of contract or dismissal.

Gaining Accurate Data. In large part, due process protections will ensure that data which is inaccurate or unsubstantiated will have no weight. There is an additional concern, however: How can accurate and complete data be brought to bear at the initial steps of the appeal process, giving both parties to the dispute the best information upon which to base decisions which will be made? The Board, its agent, or other individual or group with whom the teacher has a dispute is entitled to know whether or not the evidence is accurate and complete in order to decide on a course of action. The teacher should similarly be informed in order to make a decision concerning further appeal, settlement, or withdrawal. Master agreement language such as the following will be appropriate to this concern:

| Illustrative Language |
| --- |
| The Board shall not be permitted, in such arbitration proceeding, to assert any ground or to otherwide rely on evidence not previously disclosed. |

The example of an appeal procedure outlined above contains some ideas as to how this information can be developed. There are other means, including joint teacher-board committees and study teams consisting of professionals not employed by or associated with the school district.

Due Process. In addition to such fair practice guarantees as written evaluations, complaints being called to the teacher's attention, and open evaluations, it will be necessary to insist on some minimal due process for a teacher:

1. Adequate notice of charges
2. Opportunity to prepare a defense
3. Opportunity to confront and cross-examine adverse witnesses
4. Opportunity to present witnesses
5. Opportunity for legal and/or professional counsel
6. Efficient disposition of the grievance.

Reinstatement of the teacher upon a finding that his grievance is justified is essential but may be inadequate. The following provision should be considered for inclusion in the master agreement:

Illustrative Language

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement for all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be restored to him.

# TEACHER EVALUATION OF EVALUATORS

## Discussion

In these days when teachers are asked to be accountable, it is not unreasonable for them to insist on reciprocity in accountability. One approach is to insist that administrators live up to their agreements as spelled out in the contract through careful contract enforcement. Another method is to have teachers evaluate administrators. Here are some suggestions for negotiated provisions in this regard:

### Illustrative Language

1. All administrators shall be evaluated by the teachers they supervise not less than twice per year. One such evaluation shall be performed during the month of October and one shall be performed during the month of January.

2. The evaluation of an administrator shall be coordinated by a Committee of the teachers he supervises, selected by all the teachers so supervised. This Committee shall oversee the process and reduce the evaluation results to writing.

3. The evaluation shall be as per the procedure and criteria which are attached to this Agreement as Appendix ____.

4. Within two weeks of having analyzed the evaluations, the Committee shall meet with the administrator being evaluated and advise him as to improvements which are expected in his professional services.

5. If the administrator fails to make improvements suggested by the Committee, the teachers may so advise the Superintendent. The Superintendent shall then meet jointly with representatives of the teachers and the administrator.

6. The Board, upon request of the Association following the action outlined in Section 5 above, shall meet with the Association to discuss the situation and seek resolution of differences. Said meeting shall be open or closed at the request of the Association.

# PEER EVALUATION

## Discussion

Evaluation as a means of improving professional services provided by an individual teacher is of most value when it includes assessment not only by the employer but by colleagues as well. Local associations wishing to arrange for input from the peer group should consider the following questions:

1. How many of the colleague group should be assigned to the observation and assistance team for an individual teacher?

   [Note: One person is probably insufficient, and it is possible to have too many involved. The number of qualified observers-assisters and the resources available to ensure time for the team to do its job are factors to consider.]

2. How shall the team be chosen?

   [Note: A variety of systems can be utilized, by themselves or in combination. Some which come to mind are (a) appointment by the board (or its agent), (b) appointment by title (e.g., department head is automatically a member), (c) appointment by the association, (d) election by building or department staff, and (e) appointment by the teacher being observed and assisted.]

3. How often should observations, interviews, and assistance activities take place?

   [Note: There is probably no good answer to this question, because it will vary with the individuals involved. Nevertheless, decisions as to allocation of resources will dictate some response. At least two observations, each followed by interviews and necessary assistance, should be considered minimal. A further consideration is the

possibility that established teachers may need observation and assistance less often than teachers early in their career.]

4. What qualifications should be demanded of the observer-assister?

   [Note: Tenure status and specialist training in the area in which the teacher being assisted is practicing are normally considered in determining qualifications. But consider also what will be done if there is no specialist readily available.]

5. What compensation is provided for the observer-assister?

   [Note: Regular teaching loads should be reduced, substitutes provided, or other equitable arrangements made to ensure that additional burdens are not imposed on already difficult teaching schedules.]

6. What supportive services will be required by the team?

   [Note: Secretarial assistance is an example of one need which might be identified.]

7. What training and/or orientation will be required for members of the team, and who shall provide it?

   [Note: "Start-up" needs (and accompanying costs) are probably greater than those for continued operation. Skill training, for instance, may be necessary for a large number of observers-assisters in order to implement the program, but thereafter only a few persons need be trained each year to fill spots vacated through retirements, resignations, etc.]

8. What will be the timetable for initiation, conduct, and conclusion of the observation and assistance program?

   [Note: Be sure to negotiate the date by which each team is to be appointed and the date when a final report is expected. For example:]

Illustrative Language

1. Within thirty (30) days following execution of this Agreement or within thirty (30) days of the beginning of the school year, whichever date is later, an Assistance Team shall be appointed for each probationary teacher. Thereafter, an Assistance Team shall be appointed for each new staff member during the first thirty (30) days of his employment.

2. A written report signed by all members of the Assistance Team shall be prepared for the teacher and his permanent file not later than six (6) weeks prior to the deadline for notification of intention (to the teacher) not to renew the teacher's yearly contract.

9. How should the team proceed to carry on observations, interviews, etc?

[Note: At one extreme, deadlines, methods, and criteria could be specified in the procedure; at the other extreme, the team might be expected to determine its own *modus operandi*; a combination of both might be desirable. A further concern is involvement of the teacher to be observed in such decisions. Consider, for example, the following:]

Illustrative Language

Not later than twenty (20) days following its appointment, the Assistance Team shall hold an initial conference with the teacher to be observed. At this conference, the method, time schedule, and specific criteria shall be mutually agreed upon within the guidelines established elsewhere in this procedure.

10. What reports should be required of the team and where or to whom should they be sent?

[Note: The teacher should receive a copy of the report(s) made by the team, but decisions about further distribution are often difficult. Those who have an interest might include the principal, department head, faculty adviser, personnel office, and the association. Contents of the report(s) may influence decisions on who gets a copy.

Some districts have special committees which receive such reports, with recommendations coming from the special committee. If this is desired, consider how confidentiality is to be assured.]

11. What should the report contain?

    [Note: Possible inclusions are criteria and methods of team operation, strengths and weaknesses of the teacher being evaluated, and recommended improvement programs. An additional and most controversial concern is whether the report should contain recommendations as to continued employment.]

12. What resources should be available to assist the teacher in making needed changes or improvements?

    [Note: The team and other faculty are one type of resource. Time for the team to carry out this responsibility might be provided and financial resources may also be necessary. A provision such as the following might be considered:]

> Illustrative Language
>
> The Assistance Team shall assume the responsibility of providing assistance to the teacher in improving his instructional techniques. To facilitate the Assistance Team's efforts, the Board shall provide up to _____ dollars ($ ) for the purpose of financing additional training, observation, and practice for the teacher.

13. What should be the duration of the team's existence?

    [Note: Probationary teachers might benefit from working with the same team over the entire probationary period.]

14. Is the procedure compatible with existing procedures?

    [Note: Existing procedures should be reviewed and replaced where appropriate. Coordination of procedures for gaining input from other sources may also be possible.]

15. Can the procedure be readily adapted?

    [Note: Experience, particularly with a new program, often reveals desirable changes. The system should have assessments built in so it can be translated quickly.]

16. Should the program be mandatory or should individuals be able to opt out?

    [Note: An initial voluntary effort might be used as a means of testing the program, making it mandatory for all teachers at such time as it is shown to be successful.]

17. Is provision made for appeal by an individual teacher against inappropriate action by his colleagues?

    [Note: Failure by a teacher to perform his responsibilities as an evaluator may unduly or unnecessarily jeopardize the employment status of his colleague being evaluated.]

# TEACHER INCAPACITY

## Discussion

In some cases due to ill health a teacher may become or be considered unable to continue practicing in his profession. Fortunately, however, modern medical treatment often makes it possible to return the health of the teacher. The following points are offered local associations that desire to seek assistance for teachers in this regard through the negotiation process:

1. Social justice is the key concept. Illness (mental or physical) frequently strikes teachers who are on tenure, who have served for many years and have a considerable invesсment in their profession. They may slowly or suddenly become ill.
2. There is a social stigma attached to mental health problems which is reflected both in the feelings of persons whose mental health is actually deteriorating and in the society at large.
3. Not only has a tenure teacher made a career choice, but he may have made considerable financial and social commitments. He may have married, have children to bring up, a mortgage to pay, etc. Thus, solving the deteriorating health problem is compounded by an inability to free himself from other obligations.
4. Taking these factors into account, the long-range solution toward which the association moves at the negotiating table must first of all free the teacher from the pressure of other obligations. This means the association must negotiate the following: (a) an income protection plan; (b) an adequate major medical plan [Note: Mental illnesses need major medical protection since a solution usually

cannot be reached in months; it may take a year or more, even with the best of modern treatment.]; and (c) an adequate leave policy tied to the appropriate provisions in the tenure law (forced leaves of absence).

5. There is a tendency to assume that, in the case of mental illness, we can pass the buck to the medical profession for evaluating or deciding who is competent to teach. This tendency usually manifests itself in a proposal to have a teacher examined by a medical panel to determine whether or not he is fit to continue practicing. Although psychiatry may be able to describe the extent of mental illness, whether that illness can be sufficient cause for a teacher to leave the profession is not necessarily a decision which psychiatrists can make. Whether a teacher can or cannot perform his job must be decided by the teaching profession.

6. If the profession determines that a teacher is not performing his professional services in an adequate manner, it is then up to the teacher whether or not he will avail himself of medical assistance. If such assistance is desired, examinations should be paid for by the board of education and the income protection, leave provisions, and medical plan benefits made available.

7. Provision should be made to ensure that the teacher remains free from continued harassment through the evaluation process.

8. It is often possible for a teacher who has taken a leave of absence for health reasons to return on a part-time basis. This can be encouraged through a negotiated provision.

9. Provision should be made for any teacher who wishes it to have an examination to determine if physical or mental health is the cause of his inadequate teaching, prior to facing formal charges, notice of discharge, or a hearing.

# STUDENT EVALUATION OF TEACHERS

## Discussion

Student evaluation of teachers is a reality. A major concern is how the valuable contributions of students can be effectively channeled to allow for needed change in an orderly manner. Two cautions: (a) Student evaluations may vary significantly from those of administrators or of the peer group. (b) Teachers cannot rely solely on student evaluations to improve their teaching.

Many universities and school districts or other organizations have developed instruments for obtaining student feedback. Scoring and analyzing services are also generally available for the teachers. (It is recommended that such instruments not be scored or seen by the school district unless the teacher gives his authorization.) Where younger students are involved, an interview technique may have to be used to get responses for the evaluation instrument. Parent responses may also be utilized--particularly where younger students are involved--as an addition or alternative to student evaluation. A sampling may be sufficient in this instance.

Assistance to teachers might be enhanced through a negotiated provision such as the following:

### Illustrative Language

Teachers wishing to obtain an evaluation of their teaching by students may utilize the services of the (Educator Feedback Service) through _____ University. The Board shall pay all costs of such service. The confidentiality of the results of such evaluations shall be determined by the teacher to be evaluated.

It is strongly suggested that local associations augment student evaluations with effective self-appraisal (which may require video-tape or other such equipment) and other evaluation techniques.

# SELF-APPRAISAL

## Discussion

Self-appraisal is a long-demonstrated need of teachers. Nearly 100 appraisal systems are now available and some are already in use for improvement of instruction or as part of a school district's teacher evaluation program. Some require the use of video-tape or audio-tape equipment. The appraisals range from philosophical points of view to implicit or explicit definitions of good teaching. Some of the systems are modifications of the Flanders Interaction Analysis approach. Other widely known systems include:

Amidon-Hunter Verbal Interaction Category System

Robertson: Instrument for Coding Teacher Verbal and Nonverbal Behavior

Kallenbach and others: Instrument for Observation of Teaching Activities (IOTA)

Washington: Expert Teacher Action Study (ETAS)

Seventy-nine systems are described briefly in *Mirrors for Behavior*, edited by Anita Simon and E. Gil Boyer (published by Classroom Interaction Newsletter, c/o Research for Better Schools, Inc., 1700 Market Street, Philadelphia, Pennsylvania 19103).

The following clause may serve as a working model for associations that wish to negotiate a provision for teacher self-appraisal.

### Illustrative Language

The Board and the Association agree that providing a variety of means for teachers to appraise their own teaching behavior in systematic ways is important in improving the quality of instruction. The Board and the Association also agree that the formal system of teacher evaluation now in use serves the needs of the Board to discharge its responsibility for assurance of high-quality instructional services. [continued]

The Board and the Association recognize, however, that there is significant value in providing teachers with a variety of means to pursue to the fullest their personal desire to engage in self-stimulated, private, secure, and systematic examination of their own teaching practices in an effort to continually improve the quality of their services.

The Board agrees, therefore, to provide teachers with a variety of means to examine their own teaching behavior in privacy, with full and complete assurance that the results of such appraisal shall be controlled by the individual teacher. It agrees further that there shall be no carry-over into the system of teacher evaluation used by the _____ School District for purposes of making decisions about retention, promotion, and dismissal.

For the purpose of distinguishing between the two processes, the effort to assist teachers with examination of their own practices shall be designated the Teacher Self-Appraisal Program. The District-operated evaluation process shall continue to be known as the Teacher Evaluation Program.

To carry out the purposes of this understanding, the Board agrees to:

1. Recognize a Committee appointed by the Association as the agency to manage the Teacher Self-Appraisal Program.

2. Insist that all employees honor the security requirements of the Teacher Self-Appraisal Program. Such security shall be maintained at the discretion of the individual teacher whose practices are under appraisal.

3. Provide the above-mentioned Committee an amount up to _____ dollars ($ ) for actual and necessary expenses and assigned time to examine the extant self-appraisal systems and identify an appropriate number of such systems for use in the District.

4. Provide the financial and physical resources necessary to train a cadre of volunteer teachers in the use of the self-appraisal systems selected by the Committee to the extent that said cadre can in turn train other teachers who request such training.

5. Provide assigned time for volunteer teachers to become trained in the use of their choice among the selected systems, such training to be given by a member of the training cadre mentioned above.

# ACADEMIC FREEDOM

## Discussion

It is important that constitutionally guaranteed rights and the basic freedoms of inquiry and speech be excluded from evaluation procedures since outside monitoring of these rights and freedoms is detrimental to the proper functioning of a teacher.

The following are two illustrations of typical basic protection clauses:

### Illustrative Language

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The personal life of any teacher is not within the appropriate concern or attention of the Board.

### Illustrative Language

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, and the presenting and interpreting of facts and ideas (including personal opinions when identified as such) concerning man, society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

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D. CONTINUING EDUCATION

1.0 Orientation of Staff

2.0 Reimbursement of Course Costs

3.0 Changes in Curriculum

4.0 Funds for Professional Materials

5.0 In-Service Training

6.0 Sabbatical Leave

7.0 Travel, Professional Days, Summer Workshops

INTRODUCTION

Because continued excellence in teaching performance is expected by school boards and because this can be realized only through continual growth on the job, negotiators must obtain the conditions and resources which will permit teachers ample opportunity to keep abreast of the rapid changes and developments in their profession. Each teacher's learning needs are unique. This means that no single method of continuing education will be suitable for all members of the staff. Teacher representatives should consider a variety of possibilities when they attempt to negotiate an effective continuing education program for local association members.

The illustrative clauses contained in the material that follows are intended as samples of appropriate contract provisions. However, since no single model can answer all local needs and since state negotiation laws vary, local negotiating teams must consider their own situation carefully and review the language accordingly.

# ORIENTATION OF STAFF

## Discussion

It is the responsibility of the teaching profession to assure adequate continuing education and growth of its members, from the first year forward to retirement, so that they may provide quality education. The local association should negotiate a method for improvement of teachers, beginning with orientation for those new to the school district. For example:

### Illustrative Language

The Board and the Association recognize the need to properly orient new staff members to the unique requirements of the _____ School District. Therefore, it is agreed that the Association shall participate in the orientation of new staff at least to the following extent:

1. On the day prior to the opening day of school, the President of the Association or his designee shall be provided time equal to that of the Superintendent to address the annual assembly of the faculty.

2. In the formal program provided by the District for the orientation of new staff, there shall be adequate opportunity for participation of Association representatives.

3. The first day of in-service released time activities for new staff members shall be planned and implemented by the Association.

4. The names of all new staff members and their building, grade, and subject assignments shall be provided to the Association no later than September 15 annually.

# REIMBURSEMENT OF COURSE COSTS

## Discussion

Reimbursement of costs for courses taken by experienced teachers in a school district as part of required continuing education is a fairly routine contract stipulation and the arguments for its inclusion are obvious: the more educated the staff, the better off will be the students. The cost to the school system is relatively low, the benefit to the students high. Four important aspects of a provision for reimbursement are:

1. The teacher should have the right to select both the college and the course.
2. The reimbursement should be in full.
3. In no case should the board be allowed to require course work for advancement without reimbursement.
4. The teacher should have the right to bring the course to the school rather than be required to be present on campus to obtain credit.

The following clause may be appropriate:

### Illustrative Language

The Board and the Association recognize the importance of advanced or specialized training for teachers (and administrators). It is agreed, therefore, that upon presentation by a teacher (or administrator) of evidence of successful completion of any course taken for required advanced credit or specialized training, the Board shall reimburse the teacher (or administrator) in full for all reasonable costs, including tuition and books. All courses shall be deemed acceptable unless the Board can demonstrate that the completed study could have no beneficial effects on the students of the District.

# CHANGES IN CURRICULUM

## Discussion

Teachers may need additional formal training in order to be able to adequately teach, supervise, or perform related duties in connection with new curriculum (e.g., new math, structural linguistics, PSSC) introduced into the school program by the board of education. In this case, the school board should pay for the necessary training. The local association might consider this example of a contract provision:

### Illustrative Language

The Board recognizes that the recent introduction of (Structural Linguistics) into the curriculum has caused (will cause) unusual educational demands on the professional staff. In order to assist teachers in more adequately meeting those demands, the Board agrees to sponsor a course in (Linguistics), to be taught by a competent specialist acceptable to the Association in one of the convenient buildings within the _____ School District. Such course shall be open to all teachers who feel the need for it, shall be free of charge to all teachers within the District, shall meet at convenient times during the regular school year, shall yield college credit for those who wish it, and shall be acceptable as credit for salary advancement under the usual terms.

# FUNDS FOR PROFESSIONAL MATERIALS

## Discussion

Teachers continue to learn by keeping current with the latest books and journals in their field. School boards should assist them by defraying the cost of this method of continuing education. The local association might negotiate a "Professional Reading Clause," as follows:

### Illustrative Language

The Board agrees to reimburse each teacher up to _____ dollars ($ ) per school year for the purchase of professional reading materials for his own use.

### Alternate Clause

The Board and the Association recognize the relationship between professional reading and professional development of teachers. The Board agrees, therefore, to appropriate an amount equal to the average library expenditure per student, plus an amount equal to the average textbook expenditure per student, as set forth in this Agreement, for each teacher for the purchase of professional books, periodicals, and other materials for the exclusive use of the professional staff. The appropriation shall be apportioned on the basis of building level and size of faculty of each building, under the direction of the Association's building representatives. The building principal shall develop the method for the purchase, placing, and circulation of professional materials within each building, according to the particular needs of the building staff. In buildings where the staff designates some place other than the existing library for the placement of professional reading materials, the Administration shall, within a reasonable period of time, secure the necessary shelves, racks, or other appropriate storage facilities to provide adequate housing for the materials.

# IN-SERVICE TRAINING

## Discussion

Besides formal and informal study, boards of education should provide time during the regular school year for teachers to meet for training which they devise for themselves. What follows is a typical procedure:

### Illustrative Language

In recognition of the importance of in-service training for the professional staff, the Board and the Association agree to the following procedures for in-service training:

1. The afternoon of _____ (day) of each _____ (week/month) shall be designated "In-Service Day," except that there shall be no In-Service Day in June. If the _____ (day) of any given _____ (week/month) falls on a holiday or during a vacation, another appropriate day shall be substituted.

2. The calendar for In-Service Days shall be structured jointly by representatives of the Association and the central Administration. Their work shall be completed no later than April 1 of the school year preceding that for which the calendar is structured.

3. The time of in-service training shall be _____.

4. Adequate time for lunch shall be provided.

5. The atmosphere of in-service training (smoking regulations, dress, provisions for coffee, etc.) shall be informal.

6. The in-service program for each year shall be structured by a Committee of the Association. Their work shall be completed no later than May 1 of the school year prior to implementation of the program.

7. Although the in-service program shall be planned to make maximum use of staff talents, outside consultants may be required. In such case, the Board agrees to pay a reasonable cost for each consultant, not to exceed _____ dollars ($ ). If the cost exceeds this amount, the Board shall appropriate the additional necessary funds if it deems such appropriation worthwhile. In any event, the Board agrees that, on the occasion of its first meeting each October, it shall provide adequate time to hear the Association's plan for the following year's in-service program and, with the exception that the plan shall provide for a greater expenditure than _____ ($ ), shall approve the plan for implementation.

# SABBATICAL LEAVE

## Discussion

Experienced teachers should have the opportunity for extended leave to pursue advanced education in depth. In developing a continuing enrichment program for negotiation, the local association should include a clause pertaining to sabbatical leave. For example:

### Illustrative Language

The Board recognizes the value to the school system of providing ample opportunity to the staff for in-depth or extended pursuit of advanced education. Therefore, it agrees that the following extended-leave policy shall be in effect:

1. Any member of the professional staff who shall have had five years of consecutive service shall be eligible for extended leave of not less than one semester or more than two for the purpose of advanced professional study. These minimum requirements may be waived by the Board for an individual for adequate reason, but in no case shall such waiver be granted if it causes the exclusion of other applicants eligible under the minimum requirements.

2. Application for extended leave must be submitted before May 1.

3. All applicants shall be notified of decisions prior to May 15. [See "Additional Considerations" below.]

4. Applicants granted leave shall be compensated at full pay and shall receive all other regular benefits during the term of the leave.

5. Successful applicants shall be relieved of all normal responsibilities during the term of the leave.

6. No more than _____ percent of the entire faculty shall be eligible to be on leave at the same time.

7. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he would be on had he remained actively employed in the _____ School District, and all benefits to which he was entitled at the commencement of the leave, including accumulated unused sick leave, shall be restored to him, and he shall be assigned to the same position or a position comparable to that held at the time leave commenced.

Additional Considerations

It might be necessary, because of a possibly large number of applications for extended leave, or a recognized need for local association involvement in such decision making, to consider the basis on which decisions on individual candidates are to be made. Actual preferential criteria might be placed in the contract, or provision for a joint committee to make or help make decisions on individual applications. For example: "The Board shall give preference to those individuals (a) receiving outside grants; (b) taking part in a program fulfilling advanced degree requirements; (c) having seniority in the school system; (d) whose projected programs will have great potential value to the school system," etc. An alternative is to negotiate a joint committee (of the association and the board-superintendent/administration) to evaluate sabbatical leave requests and make decisions or recommendations concerning them, perhaps using some of the foregoing criteria.

# TRAVEL, PROFESSIONAL DAYS, SUMMER WORKSHOPS

## Discussion

Teachers should have a variety of opportunities for continuing enrichment. A good professional contract will include clauses on travel for professional purposes, including inter- or intraschool visitations; professional days; and the initiation, expansion, or design of effective summer workshop activity. All of these will result in the improvement of professionals with parallel gains for the school system.

## Illustrative Language

Travel: The Board and the Association recognize the importance of travel for professional improvement. Therefore, the Board agrees:

1. That for purposes of extended travel for professional improvement, the provisions of the (Sabbatical Leave) agreement shall apply.

2. To appropriate an amount equal to _____ dollars ($ ) per staff member in order to create an educational conference travel fund. The fund shall be administered jointly by the Superintendent or his designee and the President of the Association or his designee, both of whom shall establish the necessary procedures for fair and effective disposition of the funds within the intent of this Article.

3. That all members of the professional staff shall be entitled to _____ ( ) days of released time for the purpose of inter- and intraschool visitations and shall be compensated for travel expenses or for mileage at the rate of _____ ( ) cents per mile. A visit to another school district within the intent of this Article shall be deemed school business and the usual meal allowances and other benefits shall be in effect.

* * *

Professional Days: The _____ (day) of _____ (month) and the _____ (day) of _____ (month) shall be designated "Professional Days." On such days school shall not be in session so that the Association may conduct a full day of activities designed for the improvement of the full professional staff. The planning and implementation of the program for Professional Days shall be the responsibility of the Association, including the costs thereof, except that there shall be no cost to the Association for the [continued]

use of school facilities. Professional Days shall be considered regular days within the limits of the negotiated school calendar

* * *

Summer Workshops: The Board recognizes the importance of providing adequate opportunity for teachers to work toward the improvement of curriculum and learning designs in order to assure continuing quality education in the _____ School District. Therefore, it is agreed that:

1. Each summer there shall be a voluntary curriculum workshop program for teachers who wish to participate.

   a. The workshop shall be under the direction of the Director of Curriculum or other appropriate representative of the Board.

   b. Teachers or groups of teachers shall, before November 1 preceding the workshop, submit their intention to participate, together with a brief outline of planned activities and their duration, to the Director of Curriculum.

   c. The length of participation may vary from two to six (2-6) weeks.

   d. Compensation shall be at a rate based on the individual teacher's regular salary.

   e. The Director of Curriculum shall be placed on the agenda for the first regular meeting of the Board in November. He shall present the combined plans for those teachers who have signified intention to participate in the workshop for the summer following. The Board shall approve the plans presented by the Director of Curriculum and appropriate the necessary funds to finance the workshop program.

   f. The Director of Curriculum may make suggestions regarding the plans submitted by teachers and may offer assistance. However, final authority for their design and implementation shall rest with the participating teachers.

   g. The Director of Curriculum shall have the right to substitute participants if subsequent events require an original participant to withdraw. Also, in the event that the total cost of the program as originally designed is greater than that permitted under the agreed upon formula, the Director of Curriculum shall have authority to modify the program in order to accommodate all participants on an equitable basis.

## E. EDUCATIONAL DEVELOPMENT COUNCILS

### 1.0 Educational Development Councils

INTRODUCTION

It is axiomatic that education must always undergo a continuous process of evaluation, modification, and growth in order to satisfy the educational needs of students. Such a process implies curriculum changes, changes in materials, and procedural changes. Since all such changes affect teachers' behavior and since the collective wisdom of practicing teachers promises greater effectiveness in their discovery, initiation, and implementation, it behooves any school district to assure teachers a direct and effective role in the process of educational change. For this reason, educational development councils have been appearing with greater frequency in negotiated contracts across the country.

The illustrative clauses contained in the material that follows are intended as samples of appropriate contract provisions. However, since no single model can answer all local needs and since state negotiation laws vary, local negotiating teams must consider their own situation carefully and revise the language accordingly.

# EDUCATIONAL DEVELOPMENT COUNCILS

## Discussion

In many school districts throughout the United States, professional negotiation has become a way of life. Local teachers associations are bargaining not only for those economic benefits justly deserved by the profession, but also for many other terms and conditions of employment which have an effect upon teachers in the performance of their teaching responsibilities.

Teachers organizations have a professional responsibility to promote better instruction. Growing awareness of this responsibility is indicated by the rapidly emerging trend toward greater teacher involvement in the improvement of curriculum and instruction. Since no profession can function effectively when its members are denied the right to make basic decisions regarding their work, this trend promises to raise teaching to a higher professional status.

Although professional associations must become involved in the decisions that determine the nature and effectiveness of instruction, this does not mean they will take over the schools and displace the agencies legally responsible for curriculum making and instructional supervision. If anything, it means "freeing up" the instructional process -- enhancing it, expanding it, expediting it.

Professional negotiation emphasizes the right of teachers associations to participate in decisions regarding the educational program. It does not follow, however, that all such decisions should be regularly made at the negotiating table except under unusual circumstances. Associations should not negotiate for the specific kinds of library books or instructional materials

and courses to be used in a school district, but rather for the method through which the materials are selected or the curriculum improved. Whether it is grading policies, pupil grouping, teacher evaluation, report cards, or in-service education, teachers should be able to turn to a process that will guarantee results for their efforts instead of being forced to have their energies dissipated by empty talk and frustration.

The public has been holding teachers accountable for the curriculum and for instruction because they believe that teachers are significantly involved in the decision-making process. However, if we look at the extent of this involvement we find that in many instances teachers have been systematically excluded. Generally where they have been involved it has been only in an advisory capacity and in most cases ineffective.

Involving teachers in decisions is a basic tenet advocated in every respectable text in curriculum. Ironically, however, teachers find that they have to fight to negotiate this activity into the contract--an activity not only advocated for years but assumed by taxpayers to be standard procedure. The task for negotiators, therefore, is to achieve a process which will assure teachers an effective voice in curriculum.

The Educational Development Council (EDC) is one vehicle which has been designed to involve teachers in meaningful educational decision making. It has been widely negotiated throughout the country and is identified in various agreements by many names, such as instructional council, curriculum council, joint committee, and professional study committee. The basic model provides a process by which teachers and the school board can work out a plan of action for educational change. It gives them an opportunity to develop educational policy on a continuing basis throughout the year. The potential of such a council is limited only by the awareness and imagination

of the teachers involved, the cooperation in terms of freedom and funding to which the school board agrees, and the degree to which teachers wish to utilize the process meaningfully. The EDC can be used to initiate, develop, and follow through on issues concerning the teachers, the schools, and the community.

Suggested Guidelines

In establishing an effective EDC, the following guidelines should be considered. Each item should be tailored to fit the local situation; and since the council's power base comes from the negotiated contract, it is essential that precise contractual language be written to ensure the effective operation of the EDC.

1. Total membership on the council should be no less than six and, unless a firm judgment is made to the contrary, no more than twelve.
2. The local association should appoint its representatives to the council.
3. Terms of council members should be staggered to ensure continuity.
4. Provision for released time for council members should be included.
5. Provision for funding of the council in its operations and for its members should be included.

   [Note: Adequate released time and compensation for council members are essential for the success of the council.]
6. Provision should be made to assure that the council has adequate authority. (Board rejection of a council recommendation should be in writing and only for good cause.)
7. Provision should be made for the council to make its recommendations directly to the board of education.
8. No recommendation of the EDC should be implemented in such a way as to conflict with the existing contract.

9. Democratic principles and procedures should be reflected in council activities to build grass-roots confidence.
10. Provision for a minimum number of council meetings to be held during the year should be included.
11. Provision for calling special council or subcommittee meetings should be included.
12. Provision should be made to allow the council to establish subcommittees.
13. Subcommittees should report back to the council with specific recommendations. Provision should be made for minority reports. All reports should be done in a specific format.
14. A quorum of a minimum of 50 percent of the members of the council should be required for the council or subcommittees to conduct official business.
15. An agenda should be prepared at least one week in advance of all council or subcommittee meetings.
16. A specific procedure for having council members place items on the agenda should be included.
17. Official minutes of all council and subcommittee meetings should be recorded.
18. Individual teachers as well as building faculties should be encouraged to initiate ideas and suggestions to be presented to the council.
19. Priority problems in the district should be able to receive immediate council attention.
20. Teachers should receive frequent communications concerning the council's activities and progress.
21. Provision for an annual report of the council's activities to the staff and the association should be made.
22. Adequate secretarial and clerical assistance should be provided.

## Illustrative Language

### A. Organization

#### 1. Purpose

An Educational Development Council (EDC) shall be established and shall hold its first meeting no later than _____ __, 19__. The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools, and the community. The Council may consider, but not be limited to, advising the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extracurricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the _____ School District, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operation of the District.

#### 2. Membership

The Council shall consist of _____ ( ) representatives appointed by the Superintendent and _____ ( ) representatives appointed by the Association.

#### 3. Subcommittees

The Council shall be authorized to establish subcommittees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

#### 4. Individual Initiative for Suggestions

Individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties shall be encouraged to initiate ideas and suggestions for Council projects.

#### 5. Additional Members

Nothing in this Article shall be interpreted as preventing the Council from consulting with or adding to its number such additional teachers, administrators, professional advisers, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for its purposes. In the event that professional consultants are added, the Board agrees to provide adequate funds to pay for such services. [continued]

6. Rules of Procedure

The Council shall establish its own rules of procedure and shall provide for a rotating chairmanship. The chairman shall be responsible for the arrangement and conduct of meetings. [Note: The council should have the power to establish its own rules of procedure unless such rules have been carefully spelled out at the negotiating table. However, experience has shown that it is better to have the council set up the rules itself, removed from the neogitations atmosphere.]

7. Meetings

The Council shall meet at least (minimum frequency).

8. Information

The Council and its subcommittees shall be provided the same access to available School District information as provided to the Association, as specified in Article _____ of this Agreement.

B. Reports

1. Board and Association Action

The Board and the Association shall consider and study all written recommendations submitted by the Council for action. If the Board or the Association refuses to adopt any such recommendations, it shall state the specific reasons for such refusal in writing to the Council.

2. Minority Reports

Reports of the Council or any subcommittee established by the Council may include minority as well as majority views.

C. Budget

As of _____ __, 19__, the Board shall provide _____ dollars ($ ) to the Council for the purpose of assisting the Council in establishing effective procedures for decision making in implementing the responsibilities stated above in the District.

D. Teacher Participation

1. Pay

Teachers who serve on the EDC or any subcommittee organized by it beyond the regularly scheduled in-school year shall be paid at the rate specified in Article _____, Section _____, Paragraph _____ of this Agreement.

2. Assigned Time

In addition to whatever other assigned time they may be entitled under the terms of this Agreement, teachers who are [continued]

members of the EDC or any of its subcommittees shall be assigned time at the following rates for the purpose of working on any of the projects defined above:

a. Elementary schools _____ ( ) periods per day
b. Junior high schools _____ ( ) periods per day
c. Senior high schools _____ ( ) periods per day
d. Other _____ ( ) periods per day

E. Clerical Assistance

Adequate secretarial and clerical assistance shall be provided for the Council.

Alternate Clause

In recognition of the need to involve teachers in the process of curriculum change in a meaningful way, the Board agrees that there shall be formed a committee of teachers called the Educational Development Council, whose responsiblity it shall be to represent the teachers in the process of educational change. The Council shall consist of four (4) high school teachers, four (4) junior high school teachers, and four (4) elementary school teachers. Council members shall have their teaching loads reduced by the equivalent of one (1) period each day of the school year in order to pursue research needed for the improvement of the educational process. Further, Council members shall be released from other school duties at twelve o'clock noon each Monday in order to meet jointly to pursue the work of the Council. The Council shall be chosen annually by the President of the Association no earlier than February 1 and no later than April 1 for appointment the following September. A list of the names of the Council shall be submitted to the Superintendent no later than April 15 of each year so that the necessary administrative steps can be taken.

The duties of the Council shall be as follows:

1. To consider all proposals from any source respecting curriculum, teaching methods, aids and materials, educational facilities, construction design and equipment of new and remodeled schools, and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the public schools.

2. To discuss, investigate, evaluate, and make appropriate suggestions to the Administration pertinent to curriculum, teaching materials, and teaching methods and procedures. Such suggestions shall be considered public and shall be subject to publication by the Association.

3. To review and evaluate any changes the Administration might make in curriculum, materials, methods, or procedures affecting the learning process. Such evaluation shall be considered public and [continued]

shall be subject to publication by the Association. No proposal for changes in curriculum, scheduling, or buildings or other matter having widespread or significant effect on learning shall be implemented until referred to the Council for review and recommendation.

4. To make proposals for discontinuing the use of textbooks and for adoption of new textbooks, such proposals representing the opinion of the professional staff in consultation with the Administration. Except in case of emergency, the Board shall not discontinue any textbook or adopt a new textbook unless the Council has considered and made a recommendation respecting such action.

5. To cooperate with the Administration in the implementation of educational revisions which the Council considers beneficial to students in the _____ School District.

6. To issue an annual report to the President of the Association concerning Council activities, including the minutes of each meeting, a summary of the work of the year, and suggestions and conclusions to aid the work of future councils. This report shall be made no later than June 1 of each year.

7. To meet with the Board at reasonable times, not more often than once per month, unless by mutual agreement.

8. To establish subcommittees to consider particular matters. Particular matters within this Council's jurisdiction may be considered by others, but all proposals respecting such matters shall come to this Council for consideration and presentation to the Board. The Board and the Association shall give serious consideration to the recommendations of the Educational Development Council and shall discuss the same as they mutually find appropriate.